BILL NO. S-88-11-13

SPECIAL ORDINANCE NO. S-179-88

AN ORDINANCE approving Contract for Res. #203-88, Indian Village Addition Ornamental St. Lighting between The Weikel Line Company and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract Res. #203-88, Indian Village Addition Ornamental St. Lighting by and between The Weikel Line Company and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects, respectfully for:

additional ornamental street lights for Manito Blvd. from Engle Rd. to the Northern Terminus. Nokomis Rd. from the intersection of Wawonaissa Trail on the N. to the W. property lines of Lots 77 & 78 of Indiana Village Sec. 'A'. Opechee Way from Manito Blvd. to the North property lines of lot 76 & 105 of Indian Village Sec. 'A', Indian Village Blvd. from Manito Blvd. to the North property line of lots 129 & 154 of Indian Village Sec. 'A', and Owaissa Way from Manito Blvd. to the North property line of Lot 19 and the N. property line of the fraction part of Lot 189 of Indian Village Sec. 'A';

involving a total cost of Thirty-Five Thousand Nine Hundred Eleven and 95/100 Dollars ($35,911.95).

SECTION 2. Prior Approval has been requested from Common Council on November 1, 1988. Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

CONTRACT NO. RES. #203-88

BOARD ORDER NO. 120-88 WORK ORDER NO. 56499

THIS CONTRACT made and entered into in triplicate this 9TH day of NOVEMBER 1988, by and between WEIKEL LINE COMPANY, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

INDIAN VILLAGE ADDITION

all according to SPECIFICATIONS AND PLANS, Drawing No. _____, Sheets 1-9, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of $ 35,911.25. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

1.) City share of approximately $15,000.00 upon Energizing Systems.

2. $20,039.57 in bonds and/or cash pursuant to regular Barrett Law Procedures.

3. Final retainage upon satisfactory restoration.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

DELETED

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Contract No. RES.#203-88 .
b. Instructions to Bidders for Contract No. RES.#203-88 .
c. Contractor's Proposal Dated OCTOBER 19, 1988.

d. Ft. Wayne Engr. Dept. Drawing # N/A .
e. Supplemental Specifications for Contract No. RES.#203-88.
f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
h. Prevailing Wage Scale.
i. Performance and Guaranty Bond.
j. Labor and Material Payment Bond.
k. Minority/Female Employment Hourly Utilization.
l. Right-of-Way Cut Permit.
m. Comprehensive Liability Insurance Coverage.
n. MBE/WBE Committment Form.
o. _____
p. _____

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insuror acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 210 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

BY: Donald Waldrop

V, President

BY: _____

_____, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

Angela S. Derheimer
Director of Public Works

Daniel G. Heath
Director of Public Safety

C. David Silletto
Director of Administration & Finance

ATTEST:

Helen V. Gochenour, Clerk

KNOW ALL MEN BY THESE PRESENTS, that we THE WEIKEL LINE COMPANY, INC. as Principal, and the UNITED PACIFIC INSURANCE COMPANY, a corporation organized under the laws of the State of Washington, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of Thirty Five Thousand, Nine Hundred Eleven and 95/100 - ($ 35,911.95 - - - - -), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 27th day of October, 19 88, enter into a contract with the City of Fort Wayne to construct

Installing 66 street lights in Indian Village
Resolution 203-88

at a cost of $ 35,911.95, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnity the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect

THE WEIKEL LINE COMPANY, INC.
(Contractor)

BY: _____

ITS: V-P

ATTEST:

_____

(Title)

UNITED PACIFIC INSURANCE COMPANY
Surety

BY: _____
Authorized Agent Donald R. Rush
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 11-22-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY	✓			
BURNS	✓			
GiaQUINTA				✓
HENRY				✓
LONG	✓			
REDD	✓			
SCHMIDT	✓			
STIER	✓			
TALARICO	✓			

DATED: 12-13-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) (ZONING MAP) ORDINANCE ~~RESOLUTION~~ NO. S-179-88 on the 13th day of December, 1988,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of December, 1988, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of December, 1988, at the hour of 3:00 o'clock P.M.,E.S.T.

P. Helmke
PAUL HELMKE, MAYOR

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 203-88, Indian Village Addition Ornamental St. Lighting

DEPARTMENT REQUESTING ORDINANCE Board of Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 203-88, Indian Village Addition Ornamental St. Lights is more specifically for the following: Manito Blvd. from Engle Rd. to the Northern Terminus. Nokomis Rd. from the intersection of Wawonaissa Trail on the N. to the W. property lines of Lots 77 & 78 of Indian Village Sec. 'A'. Opechee Way from Manito Blvd. to the North property lines of lot 76 & 105 of Indian Village Sec. 'A', Indian Village Blvd. from Manito Blvd. to the North property line of lots 129 & 154 of Indian Village Sec. 'A', and Owaissa Way from Manito Blvd. to the North property line of Lot 19 and the N. property line of the fraction part of Lot 189 of Indian Village Sec. 'A'. The Weikel Line Company is the contractor.

PRIOR APPROVAL RECEIVED on 11/1/88

S-88-11-13

EFFECT OF PASSAGE Improved lighting conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $35,911.95

ASSIGNED TO COMMITTEE _____

BILL NO. S-88-11-13

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for Res. #203-88, Indian Village Addition Ornamental St. Lighting between The Weikel Line Company and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
	PAUL M. BURNS CHAIRMAN	
	CHARLES B. REDD VICE CHAIRMAN	
	MARK E. GiaQUINTA	
	SAMUEL J. TALARICO	
	JAMES S. STIER	

CONCURRED IN 12-13-88

Sandra E. Kennedy
City Clerk